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Via ECF

January 27, 2016

Hon. Paul G. Gardephe, U.S.D.J.
United States District Court Southern District of New York
40 Foley Square, Room 2204
New York, NY 10007

Re: Perez-White et al. v. Advanced Dermatology of New York, P.C., et al.
SDNY Case No.: 15-4858

Dear Judge Gardephe:

This firm represents Defendants in the above-referenced matter.

Today, I sent checks to Plaintiffs' counsel, Michael Taubenfeld via Federal Express payable to the Plaintiffs in the following amounts that constitute the unconditional tender of full relief for Plaintiffs' first, second, fourth, and fifth causes of action in the Amended Complaint:

- Martha Santos: \$1,632.53;
- Kathy Perez-White: \$17,503.55; and
- Barbara Rodriguez: \$19,257.01 (inclusive of pre-judgment interest for her New York Labor Law claims that do not coincide with her Fair Labor Standards Act claims).

(A copy of the letter and checks sent to Mr. Taubenfeld are annexed hereto).

In their opposition to Defendants' motion to dismiss the Amended Complaint, Plaintiffs conceded to the Court that these amounts constitute full relief for their first, second, fourth, and fifth causes of action.¹

¹ Defendants have computed and added the pre-judgment interest to the tender of full relief to Ms. Rodriguez (Defendants previously offered the prejudgment interest in the Offer of Judgment and have now calculated the amount of interest and provided payment for same).

Hon. Paul G. Gardephe
United States District Court Southern District of New York
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As in California v. San Pablo & Tulare R. Co., 149 U. S. 308, 13 S. Ct. 876, 37 L. Ed. 747 (1893), Little v. Bowers, 134 U. S. 547, 10 S. Ct. 620, 33 L. Ed. 1016 (1890), San Mateo County v. Southern Pacific R. Co., 116 U. S. 138, 6 S. Ct. 317, 29 L. Ed. 589 (1885), Alvarez v. Smith, 558 U.S. 87 (2009), and Already, LLC v. Nike, Inc., 568 U.S. ___, 133 S. Ct. 721, 184 L. Ed. 2d 553 (2013) (as discussed in Campbell-Ewald Co. v. Gomez, 2016 U.S. LEXIS 846 (U.S. 2016)), the actual tender of full relief to Plaintiffs warrants dismissal of their claims.

Accordingly, because Defendants have tendered full relief to Plaintiffs, Defendants respectfully request that the Court dismiss these claims with prejudice for lack of jurisdiction as the claims are now moot.²

Respectfully submitted,

/s/ Jamie S. Felsen

Enclosure

cc: Michael Taubenfeld, Esq. (via ECF)

² To the extent that a judgment must first be entered by the Court in order to dismiss these claims, Defendants alternatively request that the Court enter judgment in favor of Plaintiffs in these amounts and dismiss these claims with prejudice.

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Via Federal Express

January 27, 2016

Michael Taubenfeld, Esq.
Serrins Fisher, LLP
233 Broadway #2340
New York, NY 10279

Re: Perez-White et al. v. Advanced Dermatology of New York, P.C., et al.
SDNY Case No.: 15-4858

Dear Mr. Taubenfeld:

Enclosed are checks payable to the Plaintiffs in the following amounts that constitute the unconditional tender of full relief for Plaintiffs' first, second, fourth, and fifth causes of action in the Amended Complaint:

- Martha Santos: \$1,632.53;
- Kathy Perez-White: \$17,503.55; and
- Barbara Rodriguez: \$19,257.01 (inclusive of pre-judgment interest for her New York Labor Law claims that do not coincide with her Fair Labor Standards Act claims).

Very truly yours,

MILMAN LABUDA LAW GROUP PLLC



Jamie S. Felsen

Enclosures

ADVANCED DERMATOLOGY ASSOCIATES

200 CENTRAL PARK SOUTH, SUITE 107
NEW YORK, NY 10019
PH. 212-262-2500

Signature
SIGNATURE BANK
Private Client Group 123
923 Broadway
Woodmere, NY 11598
1-1357-260

1/26/2016

PAY TO THE
ORDER OF

Martha Santos

\$ **1,632.53

DOLLARS

One Thousand Six Hundred Thirty-Two and 53/100*****

MEMO

Signature
AUTHORIZED SIGNATURE

⑈009972⑈ ⑆026013576⑆ 1501227249⑈

9970

ADVANCED DERMATOLOGY ASSOCIATES

200 CENTRAL PARK SOUTH, SUITE 107
NEW YORK, NY 10019
PH. 212-262-2500

Signature
SIGNATURE BANK
Private Client Group 123
923 Broadway
Woodmere, NY 11598
1-1357-260

1/26/2016

PAY TO THE
ORDER OF

Kathy White

\$ **17,503.55

DOLLARS

Seventeen Thousand Five Hundred Three and 55/100*****

MEMO

Signature
AUTHORIZED SIGNATURE

⑈009970⑈ ⑆026013576⑆ 1501227249⑈

9971

ADVANCED DERMATOLOGY ASSOCIATES

200 CENTRAL PARK SOUTH, SUITE 107
NEW YORK, NY 10019
PH. 212-262-2500

Signature
SIGNATURE BANK
Private Client Group 123
923 Broadway
Woodmere, NY 11598
1-1357-260

1/26/2016

PAY TO THE
ORDER OF

Barbara Rodriguez

\$ **19,257.01

DOLLARS

Nineteen Thousand Two Hundred Fifty-Seven and 01/100*****

MEMO

Signature
AUTHORIZED SIGNATURE

⑈009971⑈ ⑆026013576⑆ 1501227249⑈

wa

Security features. Details on back.

Security features. Details on back.

Security features. Details on back.

ORIGIN ID: ELIZA (516) 328-8899
 JAMIE S. FEISEN, ESQ.
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 LAKE SUCCESS, NY 11042
 UNITED STATES US

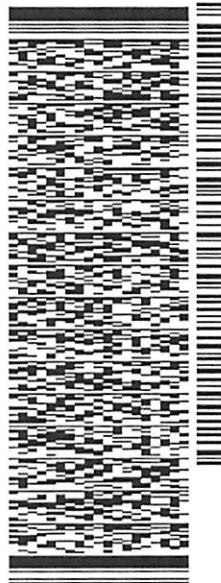
SHIP DATE: 27 JAN 16
 ACTWGT: 1.00 LB
 CAD: 102101570NINET3730
 BILL SENDER

TO MICHAEL TAUBENFELD, ESQ.

SERRINS FISHER, LLP
 233 BROADWAY #2340

NEW YORK NY 10279

(516) 328-8899 REF: PEREZ - ADVANCED DERMATOLOGY
 INV/ PO DEPT.



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THU - 28 JAN 3:00P
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